

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JANESSA JORDAN-ROWE

19 CV 370

Write the full name of each plaintiff.

(Include case number if one has been assigned)

-against-

WELLS FARGO

COMPLAINT

Do you want a jury trial?

☐ Yes ☐ No

Write the full name of each defendant. If you need more space, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed above must be identical to those contained in Section II.

NOTICE

The public can access electronic court files. For privacy and security reasons, papers filed with the court should therefore *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number. See Federal Rule of Civil Procedure 5.2.

S.D. OF N.Y.

2019 JAN 14 AM 11:53

RECEIVED  
SDNY PROB SE OFFICE

**I. BASIS FOR JURISDICTION**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

☒ **Federal Question**

☐ **Diversity of Citizenship**

**A. If you checked Federal Question**

Which of your federal constitutional or federal statutory rights have been violated?

Framing me of an Check up load for \$800.00  
In my Savings account and Checking accounts  
I did not do those two Check deposit uploads  
to my account I only did one mobile deposit.

**B. If you checked Diversity of Citizenship****1. Citizenship of the parties**

Of what State is each party a citizen?

The plaintiff, JANESSA JORDAN ROWELL, is a citizen of the State of  
 (Plaintiff's name)

New York, NY

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

\_\_\_\_\_  
 If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

If the defendant is an individual:

The defendant, Wells Fargo, is a citizen of the State of  
(Defendant's name)

New York, NY

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If the defendant is a corporation:

The defendant, Wells Fargo, is incorporated under the laws of  
the State of New York, NY

and has its principal place of business in the State of New York NY

or is incorporated under the laws of (foreign state) \_\_\_\_\_

and has its principal place of business in \_\_\_\_\_

If more than one defendant is named in the complaint, attach additional pages providing information for each additional defendant.

## II. PARTIES

### A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional pages if needed.

<u>JANESSA</u>	<u>J</u>	<u>JORDAN-Rowell</u>
First Name	Middle Initial	Last Name
<u>114 East 71 St Apt 7L</u>		
Street Address		
<u>New York</u>	<u>NY</u>	<u>10021-1050</u>
County, City	State	Zip Code
<u>347-280-7178</u>	<u>Janessa Jordan 98@yahoo.com</u>	
Telephone Number	Email Address (if available)	

**B. Defendant Information**

To the best of your ability, provide addresses where each defendant may be served. If the correct information is not provided, it could delay or prevent service of the complaint on the defendant. Make sure that the defendants listed below are the same as those listed in the caption. Attach additional pages if needed.

Defendant 1: Wells fargo  
 First Name Last Name  
Bank  
 Current Job Title (or other identifying information)  
731 Lexington Ave  
 Current Work Address (or other address where defendant may be served)  
New York NY 10022  
 County, City State Zip Code

Defendant 2: \_\_\_\_\_  
 First Name Last Name  
 \_\_\_\_\_  
 Current Job Title (or other identifying information)  
 \_\_\_\_\_  
 Current Work Address (or other address where defendant may be served)  
 \_\_\_\_\_  
 County, City State Zip Code

Defendant 3: \_\_\_\_\_  
 First Name Last Name  
 \_\_\_\_\_  
 Current Job Title (or other identifying information)  
 \_\_\_\_\_  
 Current Work Address (or other address where defendant may be served)  
 \_\_\_\_\_  
 County, City State Zip Code

Defendant 4:

First Name

Last Name

Current Job Title (or other identifying information)

Current Work Address (or other address where defendant may be served)

County, City

State

Zip Code

**III. STATEMENT OF CLAIM**Place(s) of occurrence: New York, NYDate(s) of occurrence: January 4, 2019**FACTS:**

State here briefly the FACTS that support your case. Describe what happened, how you were harmed, and what each defendant personally did or failed to do that harmed you. Attach additional pages if needed.

I open a newell accounts with wells fargo checking and savings and they were open for one month my debit card was stolen someone frame me into two check uploads for the amount of \$800.00 deposited by mobile deposit in checking and savings accounts. I did not do these deposit I only did a mobile check deposit of \$10.59. All proof of statements and pictures of checks is in the attachment of this complaint that I am filling. I received an email that my accounts was closing on January 18, 2019 and whatever remaining balances will be sent in the mail by check.

The true facts of this matter is that I did not do the upload of the mobile check deposit in the Savings and Chequing accounts in the amount of \$80000. Who ever the Person is the uploaded Allstate Checks from Wells Fargo Bank, NA.

#### INJURIES:

If you were injured as a result of these actions, describe your injuries and what medical treatment, if any, you required and received.

NO injuries no medical problems.

#### IV. RELIEF

State briefly what money damages or other relief you want the court to order.

I would like to state relief of one billion dollars but as to my knowledge the highest amount to sue is for \$75,000 Seventy five thousands dollars I am willing to take and settlement.

**V. PLAINTIFF'S CERTIFICATION AND WARNINGS**

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

<u>1/4/2019</u>		<u>James Jordan-Rowell</u>	
Dated		Plaintiff's Signature	
<u>JANESSA</u>	<u>J</u>	<u>JORDAN ROWELL</u>	
First Name	Middle Initial	Last Name	
<u>114 East 71 St</u>	<u>ADT</u>	<u>7W</u>	
Street Address			
<u>New York</u>	<u>NY</u>	<u>10021-1050</u>	
County, City	State	Zip Code	
<u>347-280-7178</u>	<u>James Jordan 98@Verizon.com</u>		
Telephone Number	Email Address (if available)		

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☒ Yes ☐ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.

**Wells Fargo Way2Save® Savings**Account number: **7851110952** ■ December 7, 2018 - December 31, 2018 ■ Page 1 of 4

JANESSA JORDAN  
114 E 71ST ST APT 7W  
NEW YORK NY 10021-5058

**Questions?**

*Available by phone 24 hours a day, 7 days a week:*  
Telecommunications Relay Services calls accepted

**1-800-TO-WELLS** (1-800-869-3557)

TTY: 1-800-877-4833

*En español:* 1-877-727-2932

華語 1-800-288-2288 (6 am to 7 pm PT, M-F)

Online: wells Fargo.com

Write: Wells Fargo Bank, N.A. (348)  
P.O. Box 6995  
Portland, OR 97228-6995

**You and Wells Fargo**

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

**Activity summary**

Beginning balance on 12/7	\$0.00
Deposits/Additions	25.00
Withdrawals/Subtractions	- 0.00
<b>Ending balance on 12/31</b>	<b>\$25.00</b>

Account number: **7851110952**

**JANESSA JORDAN**

*New York account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 026012881

**Interest summary**

Interest paid this statement	\$0.00
Average collected balance	\$12.00
Annual percentage yield earned	0.00%
Interest earned this statement period	\$0.00
Interest paid this year	\$0.00



Account number: 7851110952 ■ December 7, 2018 - December 31, 2018 ■ Page 2 of 4



## Transaction history

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/20	Online Transfer From Jordan J Ref #1b05Kfhqmw Everyday Checking Deposit	25.00		25.00
Ending balance on 12/31				25.00
Totals		\$25.00	\$0.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

## Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](https://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/07/2018 - 12/31/2018

Standard monthly service fee \$5.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

### How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Minimum daily balance
- A daily automatic transfer from a Wells Fargo checking account
- Save As You Go® transfer from a Wells Fargo checking account
- A monthly automatic transfer from a Wells Fargo checking account
- The fee is waived when the primary account owner is under the age of 18 (19 in Alabama)

Minimum required

This fee period

\$300.00

\$0.00 ☐

\$1.00

\$0.00 ☐

\$1.00

\$0.00 ☐

\$25.00

\$0.00 ☐

AM/AM



## IMPORTANT ACCOUNT INFORMATION

On January 7, 2019, we will add the capability to receive real-time payments through the RTP<sup>®</sup> system ("RTP System"). The agreement governing your deposit account in the "Funds transfer services" section of the Deposit Account Agreement is amended to include the following provisions relating to your receipt of RTP payments.

### Receiving RTP Payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," "sending bank," and "request for return of funds" are used here as defined in the system rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver whose accounts are located in the United States. RTP payments that are permitted under the RTP Rules and our requirements are considered eligible payments for purposes of this Agreement.
- RTP payments are final and cannot be cancelled or amended by the sender. If you do not wish to accept an RTP payment received for credit to your account, you may request that we return such payment to the sender. We may, at our sole discretion, attempt to honor such request but will have no liability for our failure to do so.
- RTP payments are typically completed within thirty (30) seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending bank, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending bank may also prevent RTP payments from being sent to your account.

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN").

As a reminder, the total year-to-date number and amount of Overdraft and Return Item Fees waived due to our Overdraft Rewind (sm) feature located on your account statement is as of February 5, 2018.

We are adding the following clarification in the section of the Deposit Account Agreement titled "Rights and Responsibilities" under the subsection "When can we close your account?":

**Important information for Consumer and non-analyzed Business accounts with a zero balance: An account with a zero-balance may be subject to automatic closure on the fee period ending date, depending on when the last qualifying transaction posted to your account.**

- In order to prevent automatic closure, an account with a zero-balance must have a qualifying, non-automatic transaction posted within the last two months of the most recent fee period ending date. IOLTA and RETA accounts require a qualifying transaction within ten months of the most recent fee period ending date.
- Examples of qualifying transactions are deposits or withdrawals made at a banking location, ATM, or via telephone, mobile deposits, one-time transfers made at a banking location, ATM, online, mobile, or via telephone, or checks paid from the account.
- Automatic or electronic deposits, such as payroll, and automatic or electronic payments, including bill pay, recurring transfers, and any bank-originated transactions, like monthly service or other fees, are not considered qualifying transactions for the purpose of preventing closure of an account with a zero-balance.



## Worksheet to balance your account

Follow the steps below to reconcile your statement balance with your account register balance. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

**A** Enter the ending balance on this statement. \$ \_\_\_\_\_

**B** List outstanding deposits and other credits to your account that do not appear on this statement. Enter the total in the column to the right.

Description	Amount
<b>Total</b>	<b>\$</b>

+ \$ \_\_\_\_\_

**C** Add **A** and **B** to calculate the subtotal.

11 \$

**D** List outstanding checks, withdrawals, and other debits to your account that do not appear on this statement. Enter the total in the column to the right.

[illegible]

\$ \_\_\_\_\_

**E** Subtract **D** from **C** to calculate the adjusted ending balance. This amount should be the same as the current balance shown in your register.

**= \$**\_\_\_\_\_

## General statement policies for Wells Fargo Bank

- **To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts.** You have the right to dispute the accuracy of information that Wells Fargo Bank, N.A. has furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.
- **In case of errors or questions about your electronic transfers,** telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.
1. Tell us your name and account number (if any).
  2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.



## Transaction history

Date	Check Number	Description	Deposits/ Additions	Withdrawals/ Subtractions	Ending daily balance
12/17		Serve Enterprise Verify 181214 1989968 J Jordan-Rowell	0.10		
12/17		Serve Enterprise Verify 181214 1989968 J Jordan-Rowell	0.12		
12/17		Mobile Deposit : Ref Number :410150149181	10.59		10.81
12/18		Serve Enterprise Exchange 181217 6837532 J Jordan-Rowell	25.00		35.81
12/20		Serve Enterprise Exchange 181219 6839570 J Jordan-Rowell	25.00		
12/20		Online Transfer to Jordan J Ref #1b05Kfhqnr Way2Save Savings Deposit		25.00	35.81
<b>Ending balance on 12/21</b>					<b>35.81</b>
<b>Totals</b>			<b>\$60.81</b>	<b>\$25.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

## Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/07/2018 - 12/21/2018 Standard monthly service fee \$10.00 You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

### How to avoid the monthly service fee

Have any **ONE** of the following account requirements

- Minimum daily balance
- Total amount of qualifying direct deposits
- Total number of posted Wells Fargo Debit Card purchases and/or payments
- The fee is waived when the account is linked to a Wells Fargo Campus ATM or Campus Debit Card

Minimum required

\$1,500.00  
\$500.00  
10

This fee period

\$0.00 ☐  
\$50.22 ☐  
0 ☐

### Monthly service fee discount(s) (applied when box is checked)

Age of primary account owner is 17 - 24 (\$10.00 discount) ☐

RC/RC



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- Examples of qualifying transactions are deposits or withdrawals made at a banking location, ATM, or via telephone, mobile deposits, one-time transfers made at a banking location, ATM, online, mobile, or via telephone, or checks paid from the account.

- Automatic or electronic deposits, such as payroll, and automatic or electronic payments, including bill pay, recurring transfers, and any bank-originated transactions, like monthly service or other fees, are not considered qualifying transactions for the purpose of preventing closure of an account with a zero-balance.





EVERYDAY  
CHECKING  
...5418

\$35.81  
Available balance

## Activity Summary

<b>Current posted balance</b>	\$35.81
<b>Pending withdrawals/debits</b>	\$0.00
<b>Pending deposits/credits</b>	+\$800.00
<b>Deposits not available for withdrawal Details</b>	-\$800.00
<b>Available balance</b>	\$35.81

## Monthly Service Fee Summary | Debit Card Activity

## Activity

First  
Previous  
Next

Date	Description	Deposits/Credits	Withdrawals/Debits
<b>Authorized Transactions</b>			
<i>Note: Debit card transaction amounts may change.</i>			
01/04/19	MOBILE DEPOSIT	\$800.00	
<b>Posted Transactions</b>			
12/26/18	PAYPAL VERIFYBANK 181226 1004594517206 SAM JOHNSON	\$0.06	
12/26/18	PAYPAL VERIFYBANK 181226 1004594517204 SAM JOHNSON	\$0.03	
12/20/18	SERVE ENTERPRISE EXCHANGE 181219 6839570 J Jordan-Rowell	\$25.00	
12/18/18	SERVE ENTERPRISE EXCHANGE 181217 6837532 J Jordan-Rowell	\$25.00	
12/17/18	MOBILE DEPOSIT : REF NUMBER :410150149181	\$10.59	
12/17/18	SERVE ENTERPRISE VERIFY 181214 1989968 J Jordan-Rowell	\$0.12	
12/17/18	SERVE ENTERPRISE VERIFY 181214 1989968 J Jordan-Rowell	\$0.10	
<b>Totals</b>		<b>\$860.90</b>	<b>\$0.00</b>

Back to top

First  
Previous

[Skip to main content](#)

## Check Details

Item #	Bank	Account #	Check #	Amount
1	THE BANCORP BANK	...3171	29557787	\$10.59

Assistance Info: Acct #18094275-Invt #143252-18584275  
 SKILLZ, Inc.  
 P.O. Box 445  
 San Francisco, CA 94014  
 4152126425

The Bancorp Bank  
 Verifit: 888-237-8815  
 62-1117011

0029557787

---

PAY TO THE ORDER OF Player - Janessa Jordan (18094275) \$10.59

---

Ten and 59/100 DOLLARS

---

0003759 DTAG 010L AUTO T4 B 5242 10150-0814 -DB1-P03733-1

VOID AFTER 90 DAYS

Player - Janessa Jordan (18094275)  
 PO BOX 814  
 NEW YORK, NY 10150-0814

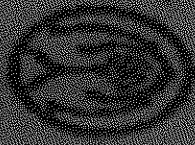
For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender



Check number: 045793750  
Date of issue: 01/04/2019



Allstate  
Your insurance. Your way.

Amount: \$ 800.00

Laura K. Cooper

1/10/19

Wells Fargo Bank, N.A.  
2000 Riverside Drive Charlotte, NC 28269-7634  
City Name: 045793750  
Pay to the order of: JANELLA JORDAN

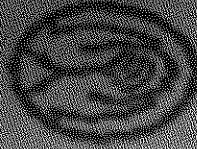
Wells Fargo Bank, N.A.



10/18/18

Check number: 0655597375

Date of issue: 01/04/2019



Allstate  
Insurance Company of America

Amount: \$ 800.00

Pay to the order of

Jessica K. Jordan

of check to financial

State Insurance Company  
1000 Lakeside Drive, Suite 100, Lakeview, NC 28769-7634

045799750

PAY EIGHT HUNDRED AND 00/100 DOLLARS

TO THE ORDER OF JANELLA JORDAN



Janessa Jordan-Rowell  
114 East 71 street Apt 7W  
New York, NY 10021-1050

RECEIVED  
SDNY PRO SE OFFICE  
2019 JAN 14 AM 11:54  
S.D. OF N.Y.



USM  
SDNY

United States District Court Southern District Of New York  
500 Pearl Street Room 200  
New York, NY 10007